

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

YONGGANG LI, Plaintiff, v. JAMES FU BIN LU, Defendants.	Case No. _____ ORDER GRANTING PETITION TO CONFIRM ARBITRATION AWARD AND ENTRY OF JUDGMENT
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**ORDER GRANTING PETITION TO CONFIRM ARBITRATION AWARD
AND ENTRY OF FINAL JUDGMENT**

BEFORE THE COURT is Plaintiff Yonggang Li (“**Li**” or “**Plaintiff**”) Original Complaint and Petition to Confirm Arbitration Award (“**Petition**”) against Defendant James Fu Bin Lu (“**Lu**” or “**Defendant**”) pursuant to 9 U.S.C. § 2 *et. seq.* (ECF No. ____.) The Court having considered the Petition, the briefing, if any, the record, and files herein, is fully informed and finds the Petition to be in all things meritorious. It is therefore **ORDERED that the Petition is GRANTED.**

I.

BACKGROUND

In short, Plaintiff entered into a loan agreement, with multiple amendments, to loan money to Longview Capital Holdings, LLC. The loan was guaranteed by Defendant. Longview failed to make payments when due and owing and the Plaintiff, Defendant, and Longview entered into Settlement Agreement (“**Settlement Agreement**”).

The Settlement Agreement contained an arbitration provision that allowed the Plaintiff to choose to arbitrate or litigate against the Defendant if a breach of the Settlement Agreement occurred. (Settlement Agreement at § 14.) Defendant breached the Settlement Agreement and Plaintiff initiated arbitration on July 21, 2023. (Award at ¶ 11.) The Arbitration ended with the issuance of the Award.

II.
DISCUSSION

“To protect the overall purpose of arbitration and avoid any tendency of a court to impute its own strict and rigid practices onto arbitration proceedings, Congress has limited the ability of federal courts to review arbitration awards.” *Schoendube Corp. v. Lucent Techs., Inc.*, 442 F.3d 727, 731 (9th Cir. 2006).

Specifically, 9 U.S.C. § 207 provides that “[w]ithin three years after an arbitral award falling under the Convention is made, any party to the arbitration may apply to any court having jurisdiction under this chapter for an order confirming the award as against any other party to the arbitration. **The court shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the said Convention.**”

The Court sees no basis to refuse or defer the recognition of the award. Nor does the Court see a basis to deny enforcement of the award. The Court will, therefore, enter final judgment given confirmation of the award resolves all issues in this action.

ACCORDINGLY, it is hereby ORDERED, ADJUDGED, AND DECREED:

1. The Award issued on June 1, 2024 in an arbitration (the “**Arbitration**”) before the Singapore International Arbitration Centre, SIAC Arbitration No. 438 of 2023, is hereby **CONFIRMED. ACCORDINGLY,**

IT is hereby ORDERED, ADJUDGED, AND DECREED THAT PLAINTIFF IS AWARDED:

- a. **USD \$30,000,000** for breach of the Settlement Agreement;
- b. **USD \$5,746,575.34** in pre-award interest calculated from June 16, 2023 to June 1, 2024 with the rate of 20% per annum as awarded in the Award;
- c. **USD \$16,438.36** in post-award interest per day from June 1, 2024 until this Judgment is paid in full calculated with the rate of 20% per annum as awarded in the Award (As of June 20, 2024, the post judgment interest amount due and owing is **USD \$312,328.77**);

- d. Defendant is hereby ordered to transfer all assets in his accounts maintained at Goldman Sachs (Asia) L.L.C. and Citibank N.A. Hong Kong up to the value of USD \$30,000,000, to the Plaintiff; and,
- e. Defendant is hereby ordered to pay USD **\$250,000.00** to Plaintiff for the costs, fees and/or expenses in respect of the arbitration.

This is a FINAL JUDGMENT. All relief not expressly granted herein is DENIED.

The District Court Executive is hereby directed to enter this Order, enter Judgment, furnish copies to the parties, and close the file.

Signed this ____ day of _____, 2024

United States District Court Judge